

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Resolution 18-63, a resolution authorizing the use of the existing balance of Tax Increment funding collected for the Manchester Exit Industrial Park for the expansion and repair of the infrastructure servicing the Manchester Exit Industrial Tax Increment District.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Resolution 18-63, a resolution authorizing the use of the existing balance of Tax Increment funding collected for the Manchester Exit Industrial Park for the expansion and repair of the infrastructure servicing the Manchester Exit Industrial Tax Increment District.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER TO AUTHORIZE THE USE OF ACCRUED
TIF FUNDS FROM THE MANCHESTER EXIT INDUSTRIAL DISTRICT
TO FUND THE INSTALLATION AND EXPANSION OF INFRASTRUCTURE
WITHIN THE MANCHESTER EXIT INDUSTRIAL TIF DISTRICT**

RESOLUTION 18-63

WHEREAS, on January 23rd of 2007 pursuant to MCA §7-15-4299 the Board of Cascade County Commissioners created the Manchester Exit Industrial Tax Increment District; and

WHEREAS, the developer of the Manchester Exit Industrial Park has successfully developed and sold to compatible businesses a portion of the 100 acres park and wishes to develop additional lots for occupancy; and

WHEREAS, the existing lots within the park have been generating tax increment through the investments made by the developer and the new businesses located within the park; and

WHEREAS, on July 10th of 2018 the Cascade County Commission approved Phase 3 of the Manchester Exit Industrial Park subject to conditions; and

WHEREAS, the developer has requested access to the current balance of tax increment funds generated by the Manchester Exit Industrial Tax Increment District for use in meeting the conditions specified in the Phase 3 approval as well as funding other necessary infrastructure improvements to Phase 1 and 2; and

WHEREAS, the infrastructure improvements proposed by the developer are within the scope of the allowable expenditures for the Manchester Exit Industrial Tax Increment District; and

WHEREAS, the estimated costs of the necessary improvements to complete these activities are in excess of the Tax Increment funds currently available within the Manchester Exit Industrial Tax Increment District;

RESOLUTION 18-63

THEREFORE BE IT RESOLVED by the Board of Cascade County Commissioners that an amount up to the current balance of \$ 63,475.76 be made available from the Manchester Exit TIF district for the payment of the infrastructure improvements detailed herein upon presentation of receipts or invoices. The approved infrastructure improvements include:

- County Permits and application fees
- Additional 10,000 Gallon Fire cistern
- Approach and Graveled area for cistern
- Installation of 1200 feet of gas line
- Professional service – Surveyor
- Professional Services – Engineering
- Installation of street lighting
- Required work on internal road system

Passed and adopted at the Commission meeting held this 31st day of July 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chairman

Joe Briggs, Commissioner

James Larson, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder

July 31, 2018

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-138
IdentiSys #DNEG-IMA8030-05
2018-2019 Amag Depot Service

INITIATED AND PRESENTED BY: Undersheriff Dave Phillips
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 18-138

BACKGROUND:

Identisys Amag Depot Service Contract is for depot coverage on Datacard/CP80 Plus and includes parts, labor and ground shipping.

The Contract base rate charge for the billing period 09/21/2018 - 9/20/2019 is \$799.00.

RECOMMENDATION: Approval of Contract 18-138

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

“Madam Chair, I move that the Commission approve Contract 18-138: Identisys Amag Depot Service Contract for depot coverage on Datacard/CP80 Plus.”

MOTION TO DISAPPROVE:

“Madam Chair, I move that the Commission disapprove Contract 18-138: Identisys Amag Depot Service Contract for depot coverage on Datacard/CP80 Plus.”



CONTRACT

18-138

CONTRACT PROPOSAL

Proposal Number: P113622

Proposal Date: 07/05/2018

IdentiSys Inc.

7630 Commerce Way, Eden Prairie, MN 55344
 Remit to: P.O. Box 1086, Minnetonka, MN 55345-0086
 P:952.294.1200 Toll-free:888.437.9783 F:952.975.0660
 Fed ID# 41-1938567 D&B# 044080468

Bill To: Cascade County Sheriffs Office
 Sue Ann Matoon / Adult Detention Facility
 3800 Ulm North Frontage Rd
 Great Falls, MT 59404

Customer: Cascade County Sheriffs Office
 3800 Ulm North Frontage Rd
 Great Falls, MT 59404

Account No	Payment Terms	Due Date	Proposal Total	Balance Due	
CC167	Due upon receipt	07/05/2018	\$ 799.00	\$ 799.00	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
DNEG-IMA8030-05	Sue Ann Matoon* 406-454-6840	\$ 799.00		09/21/2018	09/20/2019

Remarks

DEAR VALUED CUSTOMER:

YOUR CURRENT DEPOT SERVICE CONTRACT IS EXPIRING SOON. IDENTISYS UNDERSTANDS THE IMPORTANCE OF YOUR BUSINESS NEEDS WITH UNINTERRUPTED SERVICE AND MINIMIZED DOWNTIME. THIS PROPOSAL IS BEING SENT TO OFFER A SERVICE CONTRACT ON YOUR BELOW EQUIPMENT. TO ACTIVATE THIS CONTRACT PLEASE REVIEW THIS DOCUMENT, SIGN/DATE AND SEND BACK ALONG WITH ANY NECESSARY FORMS. AN INVOICE IS GENERATED WHEN THE SIGNED PROPOSAL IS RECEIVED. I LOOK FORWARD IN HEARING FROM YOU, AND ANSWERING ANY QUESTIONS YOU MIGHT HAVE.

LAMISSA JENSEN, CONTRACT ADMINISTRATOR, P: 952-294-1206, F: 952-975-0660, EMAIL: LAMISSA_JENSEN@IDENTISYS.COM

AGREEMENT IS FOR DEPOT COVERAGE. YOU RECEIVE FAST AND RELIABLE REPAIRS THROUGH OUR DEPOT SERVICE DEPARTMENT IN EDEN PRAIRIE, MN. INCLUDES PARTS, LABOR AND GROUND SHIPPING BACK TO YOU, CUSTOMER PAYS SHIPPING TO US (EXCLUDING CONSUMABLES & PRINTHEADS)

PLEASE NOTE IDENTISYS NON EVERGREEN TERMS AND CONDITIONS ATTACHED - AMENDED

Summary:

Contract base rate charge for the 09/21/2018 to 09/20/2019 billing period	\$799.00 *
*Sum of equipment base charges	<u>\$799.00</u>

Detail:

Equipment included under this contract

Datacard/CP80 Plus

Number	Serial Number	Base Charge	Location
E097357	P96592	\$799.00	Cascade County Sheriffs Office 3800 Ulm North Frontage Rd Great Falls, MT 59404

IF APPLICABLE, PRINTHEADS ARE EXCLUDED FROM THIS AGREEMENT

*** IdentiSys Evergreen Terms and Conditions apply to this agreement unless otherwise noted by IdentiSys Inc.***

*Coverage Hours: M-F 8am - 5pm; Billing Frequency:Annual in advance; SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON THE BACK HEREOF, OR ATTACHED IF A FAXED COPY**

THIS CONTRACT COVERS ALL STANDARD LABOR, TRAVEL, AND PARTS NEEDED TO REPAIR THIS EQUIPMENT

Proposal SubTotal	\$799.00
Tax:	\$0.00
Proposal Total	\$799.00
Balance due before start date:	\$799.00
Balance due after start date:	\$824.00

Please sign and fax this, along with your hardcopy PO:

Authorized Signature: _____

P.O.#: _____

Date: _____

Printed Name/Title: _____

**IDENTISYS MAINTENANCE AGREEMENT
TERMS AND CONDITIONS WITH CASCADE COUNTY SHERIFFS OFFICE**

1. **Term.** The Agreement shall be signed by the Customer and will commence on the start date stated on the Agreement, and shall continue for an initial one-year term.
2. **Description of Covered Services.** During the term of this Agreement, IdentiSys agrees to provide the preventative and remedial maintenance services recommended by the manufacturer. IdentiSys technicians will perform maintenance services, at the scheduled frequency, sufficient to keep equipment in good operating condition. Maintenance services include necessary replacement of standard parts, and labor necessary to replace such parts, to make technical adjustments, and to clean and lubricate the equipment at the scheduled frequency.
3. **Coverage Hours.** Unless otherwise noted on the front side of this form, service will be provided Monday through Friday, 8:00am to 5:00pm local time, excluding holidays observed by IdentiSys. Including but not limited to: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Thanksgiving Friday, Christmas Eve Day, and Christmas Day.
4. **Description of Uncovered Services.** This Agreement and the fees for maintenance do not cover labor, parts, and expenses necessary to: (a) repair damage caused by Customer's negligence; (b) reconfigure or relocate the equipment; (c) set up or provide training for personalized formats; (d) repair problems which arise from the use by Customer of non-IdentiSys approved parts, attachments, devices or supplies — **use of third party supplies and supplies/cards not approved by IdentiSys, may result in the termination of this agreement;** (e) repair damage caused by customer facility/system; (f) recover lost data due to the absence of an accurate back-up; (g) receive applicable upgrades; (h) replace printheads.
5. **Pricing.** Prices for the maintenance services are set forth on the front side of this Agreement. Prices may include additional charges for extensions of the standard coverage hours and for Customer sites that are located more than fifty- (50) miles from an IdentiSys service point. The maintenance prices may not be increased during the first year of this Agreement. Thereafter, the prices of the Service Contract may increase, up to a maximum of eight percent (8%) per year.
6. **Overtime Charges and Travel.** All overtime charges and travel expenses of IdentiSys personnel not included in the contracted maintenance services will be charged to the Customer at the rates in IdentiSys' maintenance price list in effect at the time of occurrence. Any maintenance service started during the contracted coverage hours and completed within one-half hour after such period shall not be treated as overtime. Service completed after such one-half hour period and service otherwise provided at Customer's request outside of the contracted coverage period shall be treated as overtime. A minimum one-hour charge shall apply to overtime services.
7. **Payment.** Customer shall pay all invoices within thirty (30) days of the date of invoice. Interest shall accrue on all overdue amounts at the rate of twelve percent (12%) per year, or the maximum amount permitted under local law, whichever is less. Unless tax exempt, Customer shall pay all municipal, state or federal taxes levied or based on charges payable under this Agreement, excluding income taxes payable by IdentiSys. In the event that Customer does not make timely payment of amounts due hereunder, IdentiSys may terminate this Agreement upon ten (10) days advance written notice and IdentiSys shall be entitled to recover its expenses (including reasonable attorneys' fees) incurred in conjunction with any collection action.
8. **Access.** Customer shall permit IdentiSys free access to the equipment to be serviced hereunder and shall provide to IdentiSys adequate storage space, working space and all necessary utilities.
9. **Parts/Component Replacement.** IdentiSys reserves the right at its option to replace or repair any part or component which fails to perform its function under normal use. IdentiSys further reserves the right to use, at its option, new, rebuilt, comparable or reconditioned parts/components or improved parts/components which are capable of performing functions similar to those of the replaced parts/components.
10. **Parts/Components Availability.** In the event that parts or components required to repair or maintain covered product are no longer available, IdentiSys may terminate coverage for all or part of the specified product and will issue the Customer a prorated credit for the unused portion of the term charge.
11. **Warranty.** IdentiSys warrants that all services provided hereunder shall be performed in a neat, workmanlike manner and shall comply with industry standards and practices. In the event that any IdentiSys services do not meet these warranty specifications, IdentiSys shall correct such defective services at its expense. EXCEPT AS SET FORTH HEREIN, IDENTISYS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** IN NO EVENT SHALL IDENTISYS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL IDENTISYS' TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF ALL AMOUNTS PAID BY CUSTOMER TO IDENTISYS UNDER THIS AGREEMENT UP TO THE TIME THE CAUSE OF ACTION AROSE.
13. **Force Majeure.** Neither party shall be liable to the other hereunder for failure to perform if such failure is due to acts of God, strikes, labor disputes, failure of suppliers, wars, or judicial action affecting the terms of performance of this Agreement.
14. **General Provision.** This Agreement represents the complete agreement between the parties with respect to the subject matter hereof and supercedes any contemporaneous or prior written or oral understandings or agreements with respect hereto. This Agreement may not be altered or modified except by a writing signed by both parties. This terms and conditions of this Agreement shall prevail in the event of any conflicts with terms and conditions contained on a Customer purchase order. The Agreement shall be governed by and construed in accordance with the laws of the State of Montana.
15. **Imprinter Addendum.** When the Covered Equipment includes imprinters and/or data recorders, the following terms and conditions are made part of this Service Agreement. IdentiSys shall provide on call remedial maintenance for imprinters on a batch basis. Herein at least four imprinters/data recorders must be in need of remedial maintenance before a service request is placed. The average response time to said request is within 24 hours. It is recommended that the customer have adequate spares on hand, while waiting for the defective units to be repaired.
16. **Conversion.** If the customer purchases new equipment, from IdentiSys the customer may choose to be refunded, in cash, the remaining portion of the current premium or apply it towards the warranty on a new piece of equipment.
17. **Cancellation Clause.** This contract may be cancelled at any time with 30 days notice. Penalties will apply; the amount of the penalty will be two-months premiums based on pricing for the current service agreement.

July 31, 2018

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-139
MT DPHHS Task Order #17-07-4-51-109-0
Amendment Number Two
HIV Treatment Program

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract 18-139

BACKGROUND:

The purpose of this contract is for the delivery of Early Intervention Services (EIS) for both persons at risk for infection and those living with HIV. The amendment increases compensation directed for obligated purchases as follows: \$3,500 towards the purchase of a smart phone and laptop, \$1,750 for purchasing HIV testing supplies and \$7,000 for EIS or EIS related training for two qualified employees.

TERM: January 15, 2017 - September 30, 2018

COMPENSATION: \$40,017 increased to \$52,267 Total Increase: \$12,250.

RECOMMENDATION: Approval of Contract 18-138

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **approve** Contract 18-139, MT DPHHS Task Order #17-07-4-51-109-0, Amendment Number Two, HIV Treatment Program.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **disapprove** Contract 18-139, MT DPHHS Task Order #17-07-4-51-109-0, Amendment Number Two, HIV Treatment Program.

AMENDMENT NUMBER TWO
TO CONTRACT NUMBER 17-07-4-51-109-0

A CONTRACT having been made and entered into between the Montana Department of Public Health and Human Services (Department) and (Contractor), now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Sections 2, 4, and 8 of the Contract as follows (added language is in **bold face** and deleted language is interlined):

SECTION 2: SERVICES TO BE PROVIDED

A. through I. Remains the same.

J. **\$3,500 of the total amended contract amount must be obligated for the purpose of purchasing a smart phone and laptop. \$1,750 of the total amended contract amount must be obligated for the purpose of purchasing HIV testing supplies. \$7000 of the total amended contract amount must be obligated for the purpose of sending two qualified employees to an EIS or EIS related training of their choice. Each training must be approved by the program prior to making any travel arrangements.**

SECTION 4: COMPENSATION

A. In consideration of the EIS and administrative costs provided through this contract, the Department shall reimburse the Contractor up to a maximum of ~~\$40,017~~ **\$52,267** for the entire contract period of **1/15/2017 through 9/30/2018**, subject to the restrictions on allowable expenses. The amended contract amount for October 1, 2017 through September 30, 2018 is ~~\$22,867~~ **\$35,117**.

B. The total compensation of ~~\$40,017~~ **\$52,267** through this entire contract includes only reimbursable costs for allowable Early Intervention Services as defined in Section 2.A.

C. through G. Remains the same.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of 5 numbered pages, ~~and Amendment One~~ **and Amendment Two**.

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Todd Harwell, Administrator
Department of Public Health & Human Services
Public Health & Safety Division
1400 Broadway B201
Helena MT 59620-2951
(406) 444-4141

CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS,

By: _____ Date _____
Jane Weber, Chairperson

By: _____ Date: _____
Joe Briggs, Commissioner

By: _____ Date: _____
James L. Larson, Commissioner

On this ____ day of _____, 2018, I hereby attest the above-written signatures of Joe Briggs, James Larson, and Jane Weber, Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

July 31, 2018

Agenda #4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-141
Minnesota Multistate Contracting Alliance for
Pharmacy – Sanofi Pasteur Inc.
Vax Value Agreement

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract 18-141

BACKGROUND:

The purpose of this agreement is to set the Cascade City-County Health Department's pricing to Tier 1 for vaccine purchases from Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) - Sanofi Pasteur Inc.

TERM: September 1, 2018 - September 30, 2021

AMOUNT: Pricing per Addendum A - Tier 1

RECOMMENDATION: Approval of Contract 18-141

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission **approve** Contract 18-141, Minnesota Multistate Contracting Alliance for Pharmacy - Sanofi Pasteur Inc., VaxValue Agreement.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission **disapprove** Contract 18-141, Minnesota Multistate Contracting Alliance for Pharmacy- Sanofi Pasteur Inc., VaxValue Agreement.

City – County Health Department
Attn: **Trixie Smith, RN, BSN**
115 4th South Street
Great Falls, MT 59401

July 18, 2018

Sanofi Pasteur Inc. Contract Reference: 364195 - 429819

Dear Trixie Smith,

Enclosed please find for your review the Sanofi Pasteur Inc. VaxValue Agreement for City – County Health Department. This offer is valid for **90 days based** on the date of this letter. Sanofi Pasteur Inc. reserves the right to review this offer if submitted after **September 30, 2018**.

- For an effective date of August 1, 2018, please return the signed Agreement by Wednesday, July 11, 2018.
- For an effective date of September 1, 2018, please return the signed Agreement by Wednesday, August 15, 2018.

Upon your approval, please return a scanned copy of the Agreement to LaTanya.Hall@sanofi.com. An electronic and a signed copy will be returned for your records.

We appreciate your consideration of our contract offer and look forward to a mutually beneficial, long-term relationship.

Sincerely,



Doug Detweiler
Director, Contract Development & Analytics

Cc: Lisa Bagocius| Wes Spitznagle - Key Account Manager
Greg Grass- National Accounts Manager

VACCINE PROGRAM

Member Name:	City – County Health Department
Address:	115 4 th South Street Great Falls, MT 59401
Primary Contact & Title:	Trixie Smith, RN, BSN, Prevention Services Division Manager
Email of Primary Contact:	tsmith@cascadecountymt.gov
Agreement Number:	364195 - 429819
Term (3 years):	August 1, 2018 – September 30, 2021
Group Purchasing Organization:	Minnesota Multistate Contracting Alliance for Pharmacy
Wholesaler/Distributor:	N/A
Wholesaler/Distributor Address:	N/A

Vaccine Program for City – County Health Department

1. **City – County Health Department** (“Customer”) is defined to include any office locations (“Practice Locations”) through which **City – County Health Department** carries out professional services. Practice Locations are listed in Exhibit A, and references to **City – County Health Department** shall include its Practice Locations. **City – County Health Department** and its Practice Locations are part of the same legal entity, and constitute a single “buyer,” for purposes of the federal health care program anti-kickback law discount exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).
2. According to its immunization protocol, **City – County Health Department**, a Member of **Minnesota Multistate Contracting Alliance for Pharmacy** (for itself and, as applicable, its participating Practice Locations) selects (the “Products”) and commits to the Product Category Offer as set forth in Table 1 and based upon the terms and conditions set forth herein:

Product Category Offer - Table 1

Qualifying Product Categories and Product Sales Measurement		
	TIER 1	TIER 2
	Must Meet or Exceed 3 of 3 Qualifying Product Categories	Must Meet or Exceed 2 of 3 Qualifying Product Categories
Pediatric: Pentacel, Daptacel, Quadracel, ActHIB	80% Category Product Sales	80% Category Product Sales
Boosters: Adacel, Tenivac	80% Category Product Sales	80% Category Product Sales
MCV4: Menactra	80% Category Product Sales	80% Category Product Sales

Pricing for current contract year will correspond to meeting or exceeding 80% of Category Product Sales for each Qualifying Product Category for the previous 12 months in Table 1. The pricing for each consecutive year will be based on meeting or exceeding the prior year’s Category Product Sales for each Qualifying Product Category.

3. Category Sales are defined as follows:
 - Total Sanofi Pasteur Inc. product purchases (net of any returns, excluding Influenza) of a given Product Category and all competitive vaccines as described in Exhibit B
 - Category Sales are projected based on current membership roster for a twelve (12) month period and will be recalculated each year of this Agreement.
 - Category Sales will be validated by **City – County Health Department** and Sanofi Pasteur within 30 days of execution of this Agreement.
 - In the case of a shortage in a particular Product Category such situations will be reviewed and once mutually agreed upon between Sanofi Pasteur, Inc. and the Member then the Member will be considered to have met the requirements for that Category.

Sanofi Pasteur Inc. may utilize third party sales data to determine Category Sales as identified above and in Exhibit B. Upon availability, Sanofi Pasteur Inc. will utilize Category Sales data as supplied by IMS America to determine compliance to Product Sales Measurement as identified in this Agreement.

4. Sanofi Pasteur Inc. offers two pricing Tiers. Tiered pricing will be determined for each year based upon the previous twelve (12) months' Category Sales performance in each Qualifying Product Category. Tier evaluation will be based on the following:
 - a. **Tier 1:** Pricing listed in Addendum A will be earned by meeting or exceeding the qualifying product sales measurement for three (3) out of three (3) Qualifying Product Categories.
 - b. **Tier 2:** Pricing listed in Addendum A will be earned by meeting or exceeding the qualifying product sales measurement for two (2) out of three (3) Qualifying Product Categories.

5. Initial Tier status determination and evaluation periods:

City – County Health Department will initially be placed in the Tier that corresponds to similar current contract level which should be equivalent to meeting or exceeding 80% of Qualifying Product Category Sales for the previous 12 months.

- a. Achievement of Qualifying Product Category Sales will be evaluated on a semi-annual basis. Once the initial Tier is defined, the first review of Qualifying Product Category performance will occur six (6) months after the commencement of this Agreement and every six (6) months thereafter. This will provide an opportunity for both **City – County Health Department** and Sanofi Pasteur Inc. to clearly assess the trends toward meeting or exceeding the agreed upon number of Qualifying Product Categories.
- b. Achievement and determination of Qualifying Product Categories and establishing the agreed upon Tier for the second and third years of the Agreement will be assessed on an annual basis and will occur twelve (12) months and twenty-four (24) months after the commencement of this Agreement. An Addendum defining the Tier level for each of the second and third years of this Agreement will be issued to **City – County Health Department** at the commencement of the second and third years of this Agreement, respectively.
- c. For customers where a Qualifying Product Category Sale is zero, **City – County Health Department** will be placed in a Tier based on the one or more Qualifying Product Category or Categories being met.

City – County Health Department will indicate Tier level and Product Category commitment on Page 6 below signature line.

6. Sanofi Pasteur Inc. will review variances from Product Sales Measurements based on market conditions.
7. **City – County Health Department** shall, in connection with this Agreement, comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, **City – County Health Department** may be obligated to report and provide information concerning any discounts provided under this Agreement pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third party.

8. Product pricing is stated in Addendum A which is inclusive of Tier 1 and Tier 2. These prices are subject to change with thirty (30) days written notice during the term of this Agreement based upon market conditions and/or changes to catalog prices. Provided that **City – County Health Department** meets or exceeds the Qualifying Products and Product Sales Measurement set forth in Table 1 above, Sanofi Pasteur Inc. agrees that any price increase on any of the Qualifying Products, excluding Influenza vaccine, will not exceed a total of four percent (4%) within any calendar year (January-December) of this Agreement.
9. Payment terms are 2% 90, net 91 days.

ADDITIONAL TERMS

10. The term of this Agreement is thirty-eight (38) months, beginning **August 1, 2018** and ending **September 30, 2021**, with an option to renew for an additional thirty six (36) month period as mutually agreed upon by both parties.
11. Practice Locations: **City – County Health Department** shall (1) provide Sanofi Pasteur Inc. with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi Pasteur Inc. of any changes, additions or deletions to the list as they occur. All such information must be submitted in an electronic format provided by Sanofi Pasteur Inc. (Exhibit A) via email. The document must contain the required fields as outlined in Exhibit A. Sanofi Pasteur Inc. will process any changes, additions and deletions relating to Exhibit A within forty-five (45) days of receipt. Sanofi Pasteur Inc. reserves the right to exclude certain proposed Practice Locations from coverage under this Agreement upon notice to **City – County Health Department**. Sanofi Pasteur Inc. further reserves the right to cancel or amend this Agreement should **City – County Health Department** not meet Sanofi Pasteur Inc.'s requirements as outlined in this section. In such event, Sanofi Pasteur Inc. agrees to provide thirty (30) days' written notice to **City – County Health Department** and work with **City – County Health Department** during said period to resolve outstanding issues.
12. Either **City – County Health Department** or Sanofi Pasteur Inc. shall have the right to cancel this Agreement upon thirty (30) days written notice. Any benefit earned through the date of cancellation will be issued as specified by the Agreement.
13. Sanofi Pasteur Inc. reserves the right to limit orders (by NDC) for **City – County Health Department**, within any given month, to no more than one hundred and fifty percent (150%) of a Practice Location's average monthly purchases and also one hundred and fifty percent (150%) of **City – County Health Department** Agreement in its entirety, calculated over the previous six months.
14. **City – County Health Department** will provide written notice to Sanofi Pasteur Inc. should the price of any contract product become noncompetitive as a result of an alternative competitive offer, and Sanofi Pasteur Inc. will be offered the right to match the competing price within thirty (30) days of such notice.
15. **City – County Health Department** shall promptly advise Sanofi Pasteur Inc. of any discrepancies in pricing. Sanofi Pasteur Inc. will process credit adjustment requests due to an error in pricing, excluding requests based on Practice Location affiliation, upon such notification. Credit adjustments due to Practice Location affiliation will be considered upon written notice to Sanofi Pasteur Inc., and will be limited to the two (2) month period prior to receipt of the written notification. Sanofi Pasteur Inc. reserves the right to deny credit adjustments based upon incomplete and/or inaccurate documentation.
16. Sanofi Pasteur Inc. shall pay an Administrative Fee to **Minnesota Multistate Contracting Alliance for Pharmacy** based on **City – County Health Department** achievement of the Product Sales Measurements of Products as outlined herein, pursuant to the Contract between MMCAP and Sanofi Pasteur Inc.

17. **City – County Health Department** certifies to Sanofi Pasteur Inc. that (1) Products sold to **City – County Health Department** under this Agreement shall be dispensed to patients, physicians and/or employees of **City – County Health Department** and (2) **City – County Health Department** is operating in each instance, both on the effective date of this Agreement and on the date said Product is dispensed, either as:
- (i) the exclusive provider of said product to patients, physicians or employees; or
 - (ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of said product are made for said **City – County Health Department** “own use”; or
 - (iii) a for-profit organization, for which purchases of said product are made for **City – County Health Department** “own use” as defined in De Modena, et al. v. Kaiser Foundation Health Plan, Inc., et al., 743 F. 2d 13888 (9 Cir. 1984), applying the holding of the U.S. Supreme Court in Abbott Laboratories, et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976).
18. **City – County Health Department** shall purchase all Products hereunder from Sanofi Pasteur Inc. on a direct purchase basis; provided, however, that **City – County Health Department** may make such purchases on a non-direct basis through a wholesaler and/or distributor that is able to communicate contract sales information to Sanofi Pasteur Inc. in a form acceptable to and approved by Sanofi Pasteur Inc. Should **City – County Health Department** choose to purchase on a non-direct basis, **City – County Health Department** will supply the names/addresses of its wholesalers and/or distributors to Sanofi Pasteur Inc. Contract Products purchased through a wholesaler and/or distributor may be subject to a mark-up. This mark-up is negotiated solely between the **City – County Health Department** and its designated wholesaler and/or distributor.
19. Following the execution of this Agreement, **City – County Health Department** shall promptly notify all Practice Locations of the implementation of this Agreement, including the following:
- a. Practice Locations will be responsible for inspection of all Products upon its receipt, immediately notifying Sanofi Pasteur Inc. of any Product that is damaged or unusable. Such Product shall be returned to Sanofi Pasteur Inc. in accordance with Sanofi Pasteur Inc.’s General Terms and Conditions of Sale. All Products must be stored and handled as described in each product’s approved labeling.
 - b. Permit Sanofi Pasteur Inc. or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi Pasteur Inc. or its authorized representative’s access to **City – County Health Department** Practice Locations in order to provide information or service materials.
 - c. **City – County Health Department** agrees to meet with representatives from Sanofi Pasteur Inc. at a minimum of every six (6) months to review current and trending contract compliance and performance.
 - d. At or about the conclusion of the Agreement term, Sanofi Pasteur Inc. shall propose Product pricing for the renewal term of this Agreement and review it with responsible **City – County Health Department** representatives.
 - e. **City – County Health Department** and Sanofi Pasteur Inc. agree that the terms of this Agreement may not be shared or reproduced in a manner inconsistent with the terms of this Agreement. such obligation shall survive the termination or expiration of this Agreement.
20. With respect to any promotional programs or offers, Sanofi Pasteur Inc. shall have the sole right and responsibility for establishing and modifying the terms and conditions with respect to the sale of the Products, including any terms and conditions relating to or affecting the price at which the Products will be sold, any discounts attributable to payments on receivables, distribution of the Products, credit to be granted or refused, and the like.
21. All sales of Product hereunder are subject to the Terms and Conditions established in the Contract between MMCAP and Sanofi Pasteur Inc. in effect at the time of shipment. More information can be found at www.vaccineshoppe.com and www.mmcap.org. In the event of any conflict between those Terms and Conditions and the terms set forth herein, the terms of this Agreement shall control.

22. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi Pasteur Inc. may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates.
23. Sanofi Pasteur Inc. shall indemnify, defend, and hold harmless **City – County Health Department**, against and in respect of any and all claims, losses, costs, expenses, liabilities and damages, (including reasonable attorneys' fees) in connection with, arising out of or based upon any claim of an alleged defect in any of the products supplied hereunder (collectively, the "Claims"), except to the extent that any such Claim is caused by **City – County Health Department** negligence, recklessness or willful misconduct, or from breach of any of **City – County Health Department** representations, warranties or certifications.

As a condition to Sanofi Pasteur Inc.'s indemnification, **City – County Health Department** shall give Sanofi Pasteur Inc. notice of any Claims (including a copy of any such Claim served upon **City – County Health Department**, promptly after such Claim was served and shall cooperate with Sanofi Pasteur Inc. and provide all such information to Sanofi Pasteur Inc. as shall be reasonably necessary for the defense (or settlement) of such Claims. **City – County Health Department** agrees to cooperate with Sanofi Pasteur Inc. in all respects with the conduct of the defense of the Claims, and shall not compromise or otherwise settle any such Claim without Sanofi Pasteur Inc.'s prior written consent.

24. The terms and conditions of the **Minnesota Multistate Contracting Alliance for Pharmacy** agreement shall apply to this Agreement. In the event of any conflict between this Agreement and the **Minnesota Multistate Contracting Alliance for Pharmacy** agreement, the terms of this Agreement shall control.
25. Unless otherwise notified in writing to the contrary, any notice or written disclosure required or permitted by the terms hereof to be given any party hereto shall be effectively delivered for all purposes if delivered personally, electronically (either via e-mail or facsimile), or if mailed, upon deposit in the United States mail, postage prepaid, and if directed to **City – County Health Department** or any of its Practice Locations, properly addressed to **City – County Health Department** at the address listed in this document on page 1 and the signature page. If directed to Sanofi Pasteur, properly addressed to: Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370, ATTN: Director, Contract Development and Analytics.
EMAIL: contract.administration@sanofipasteur.com

This Agreement, its Exhibits and Addendum constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement, its Exhibits and Addendum supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement, its Exhibits and Addendum will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.

This document is issued by Sanofi Pasteur Inc. located at Discovery Drive, Swiftwater, Pennsylvania 18370-0187 and is binding only upon endorsement by its Head of Specialty Sales.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

City – County Health Department

SANOFI PASTEUR INC.

By: _____	By: _____
Printed Name: _____	Printed Name: <u>Tony Pansy</u>
Title: _____	Title: <u>Head of Specialty Sales</u>
Date: _____	Date: _____

City – County Health Department initials below indicate Tier level and Product Category commitment:

	Tier 1	Tier 2
Pediatric		
Boosters		
MCV4		

Sanofi Pasteur Inc. Customer Number	70014240
DEA	AW3252854
Name	Cascade City-County Health Department
Address	115 4th Street South
City	Great Falls
State	Montana
Zip	59401
Phone	406-454-6950
Start Date	
End Date	
Contact Person	Trixie Smith
Add, Delete, Change	Add

Exhibit A

List of Practice Locations

Provide a list of Practice Locations as requested by **Sanofi Pasteur Inc.** and updates in an electronic format (Excel) acceptable to **Sanofi Pasteur Inc.** The Excel file may be sent via e-mail.

Required

HIN, DEA, and GLN
Customer Segment (pediatric, FP, IM, etc.)
Name
Address
City
State
Zip
Phone
Start Date
End Date (if known)
Contact Person
Add, Delete, Change

Optional

Sanofi Pasteur Inc. Customer Number

Exhibit B

Sanofi Pasteur Product Category Definitions

Therapeutic Class	Product Category	Sanofi Pasteur Qualifying Products	Competitor Measured Products used to determine Category Sales	Category Sales Measurement
Pediatric Acellular Pertussis and HIB containing Vaccines	Pediatric	Pentacel, Daptacel, Quadracel, ActHIB	All forms of Pediarix, Infanrix, Kinrix, PedvaxHIB, and Hiberix	80% Category Sales
Tdap and Td Vaccines	Boosters	Adacel, Tenivac	Boostrix and MassBiologics Td	80% Category Sales
Meningococcal MCV4 Vaccines	MCV4	Menactra	Menveo	80% Category Sales

Addendum A

Sanofi Pasteur Inc. Vaccines and Products

The following information will be regulated by Sanofi Pasteur Inc. in its own discretion and may not be shared or reproduced in a manner inconsistent with the terms of this Agreement.

DISCLAIMER: This document does not constitute a written agreement, an offer, nor a commitment by Sanofi Pasteur Inc. to sell at the prices listed below until agreed to and signed by the Member and Sanofi Pasteur Inc.

All prices referenced below do not include excise tax.

H/S Under GPO	Tier 1				Tier 2			
Product	Contract Price UNIT	Contract Price Dose	On-line Discount (1%)	Prompt Pay Discount (2%)	Contract Price UNIT	Contract Price Dose	On-line Discount (1%)	Prompt Pay Discount (2%)
ActHIB	\$44.63	\$8.93	\$8.84	\$8.66	\$45.95	\$9.19	\$9.10	\$8.92
Adacel 10 doses	\$309.01	\$30.90	n/a	\$30.28	\$309.01	\$30.90	n/a	\$30.28
Adacel PFS	\$154.51	\$30.90	n/a	\$30.28	\$154.51	\$30.90	n/a	\$30.28
Daptacel	\$175.92	\$17.59	\$17.42	\$17.07	\$183.34	\$18.33	\$18.15	\$17.79
DT	\$459.47	\$45.95	\$45.49	\$44.58	\$464.07	\$46.41	\$45.94	\$45.02
Imogam	\$608.14	\$608.14	\$602.06	\$590.02	\$614.22	\$614.22	\$608.08	\$595.92
Imovax	\$273.07	\$273.07	\$270.34	\$264.93	\$275.80	\$275.80	\$273.04	\$267.58
IPOL	\$202.46	\$20.25	\$20.04	\$19.64	\$208.58	\$20.86	\$20.65	\$20.24
Menactra	\$475.58	\$95.12	\$94.16	\$92.28	\$487.25	\$97.45	\$96.48	\$94.55
Pentacel	\$289.58	\$57.92	\$57.34	\$56.19	\$298.70	\$59.74	\$59.14	\$57.96
Quadracel	\$380.90	\$38.09	\$37.71	\$36.95	\$384.80	\$38.48	\$38.10	\$37.33
Tenivac	\$236.83	\$23.68	\$23.45	\$22.98	\$238.00	\$23.80	\$23.56	\$23.09
Tubersol 10 test	\$55.85	\$5.59	\$5.53	\$5.42	\$56.41	\$5.64	\$5.58	\$5.47
Tubersol 50 test	\$218.55	\$4.37	\$4.33	\$4.24	\$220.73	\$4.41	\$4.37	\$4.28
Typhim 20 dose	\$1,267.82	\$63.39	\$62.76	\$61.50	\$1,280.50	\$64.03	\$63.38	\$62.12
Typhim PFS	\$79.64	\$79.64	\$78.85	\$77.27	\$80.44	\$80.44	\$79.64	\$78.04
YF - Vax 5 ds	\$473.56	\$94.71	\$93.76	\$91.89	\$478.30	\$95.66	\$94.70	\$92.81
YF - Vax PFS	\$591.96	\$118.39	\$117.21	\$114.86	\$597.88	\$119.58	\$118.38	\$116.01

July 31, 2018

Agenda #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 18-141**
Interlocal Agreement between Cascade County
and the City of Great Falls for Emergency Fire
and Medical Services

INITIATED AND PRESENTED BY: **Carey Ann Haight, Deputy County Attorney**

ACTION REQUESTED: **Approval of Contract 18-141**

BACKGROUND:

Pursuant to §7-11-105(3) and 7-11-105(8), MCA, the purpose and scope of this Agreement is for the City to provide emergency fire and medical services for Fire District Areas 18, 24, 25, 27, 28, 29, 32, 33, 35, 36, 37, 40, 42, 43, 45, 48, provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its response.

The City shall provide the following services to Cascade County's Fire District areas enumerated above: a. Emergency medical response; b. Fire inspection of business buildings when requested by business owners; c. Origin and cause investigation, when required; d. Fire suppression for all property including, but not limited to, buildings and structures, crops and personal property.

EFFECTIVE: October 1, 2018 - September 30, 2021

RECOMMENDATION: Approval of Contract 18-141

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission approve Contract 18-141, Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission disapprove Contract 18-141, Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.

INTERLOCAL AGREEMENT

Between *Cascade County* and the *City of Great Falls*
For Emergency Fire and Medical Services

WHEREAS, the Montana Interlocal Cooperation Act, codified at § 7-11-101 (2017), MCA (hereinafter the “Act”), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, the County of Cascade (hereinafter referred to as “County”) and the City of Great Falls (hereinafter referred to as “City”) constitute public agencies pursuant to § 7-11-103, MCA; and

WHEREAS, the City has a fire department which is permanently organized, equipped, and staffed for continuous operations; and

WHEREAS, the City fire department’s operational capacity is adequate to provide emergency fire and medical services to both the City and adjacent areas; and

WHEREAS, the County has created, and may additionally create, fire districts in accordance with §7-33-2101 through 7-33-2104, MCA; and

WHEREAS, the fire district boundaries are maintained in the office of the City of Great Falls Information Technology Mapping Department, 2 Park Drive South, Room 5, Great Falls, MT. District boundaries can also be viewed at the Great Falls Fire Stations 1-4. For the purposes of this Agreement, the term “Fire Districts” shall mean the established Fire Districts numbered as follows:

- 18
- 24
- 25
- 27
- 28
- 29
- 32
- 33
- 35
- 36
- 37
- 40
- 42
- 43
- 45
- 48

WHEREAS, § 7-33-2104, MCA, provides that whenever the Board of County Commissioners shall have established a Fire District in any unincorporated territory, town or village, said Commissioners:

- (1) may contract with a city, or private fire company to furnish fire protection for property within said district; or,
- (2) shall appoint five qualified trustees to govern and manage the affairs of the fire district; and

WHEREAS, the County has chosen to directly contract fire services for such Fire Districts, rather than create a Board of Trustees; and

WHEREAS, §7-33-2109, MCA, provides that, at the time of the annual levy of taxes, the Board of County Commissioners may levy a special tax upon all property within such district for the purpose of paying to a city, town, or private fire service the consideration provided for in any contract with the council of such city, town, or private fire service for the purpose of furnishing fire protection service to property within such district.

NOW, THEREFORE, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. Purpose and Scope of the Agreement.

Pursuant to §7-11-105(3) and 7-11-105(8), MCA, the purpose and scope of this Agreement is for the City to provide emergency fire and medical services for the Fire District areas enumerated hereinabove, provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its response. Time is of the essence.

2. Duties and Responsibilities.

The City shall provide the following services to Cascade County's Fire District areas enumerated hereinabove:

- a. Emergency medical response;
- b. Fire inspection of business buildings when requested by business owners;
- c. Origin and cause investigation, when required; and,
- d. Fire suppression for all property including, but not limited to, buildings and structures, crops and personal property.

The City and County may extend this Agreement to additional Fire Districts by mutual agreement, executed through written Agreement addendums. Such addendums shall specify the new Fire Districts and additional compensation, if any, to be paid by the County for such service.

3. Duration and Termination.

Pursuant to § 7-11-105(1) and 7-11-105(5), MCA, as from time to time amended, this Agreement, upon execution by the duly authorized representative of the City and County, shall commence October 1, 2018, and shall continue in full force and effect through September 30, 2021.

Either party hereto may cancel said Agreement on September 30th of any year by giving sixty (60) days written notice to the other party.

4. Contract Sum.

Pursuant to § 7-11-105(4), MCA, County shall pay City proceeds from the Rural Fire Control Special District Levy for emergency fire and medical services. The levy shall be computed at the maximum allowed by § 15-10-420, MCA, floating mill authorization. The County shall provide the number of such mills levied in each subsequent year of this agreement to City by September 30th. Payments shall be in two equal installments due on or before December 15th and June 15th of each year this Agreement is in effect.

5. Separate Legal Entity.

Pursuant to § 7-11-105(2), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(6), MCA, there shall be no administrator or joint board responsible for administering the terms of this Interlocal Agreement.

6. Ownership of Assets.

Pursuant to § 7-11-105(7), MCA, and at all times relevant to this Agreement, all equipment and other property used by the City to execute this Agreement shall remain the exclusive property of the City.

7. Hold Harmless and Indemnification.

The City shall protect, defend, indemnify, and hold harmless the County from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest or attorney fees, of any nature or description resulting from or arising out of or in connection with the City's intentional or negligent acts and omissions in the performance and provision of emergency fire, medical, and other specified services, including, but not limited to, the City's response to and return from scenes of emergency incidents pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by the City to release, indemnify or hold harmless the County, its official agents or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of County, its officials, agents or employees unless said officials, agents or employees are acting under the direction or control of the City.

8. Notice.

All notices required to be provided shall be given in writing, addressed to the respective parties' authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

9. Authorized Representatives.

The City and County shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County
Board of Cascade County Commissioners
325 2nd Avenue North, Room 111
Great Falls, MT 59401

City of Great Falls
Gregory T. Doyon, City Manager
P.O. Box 5021
Great Falls, MT 59403

10. Amendment.

This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

11. Attorney Fees, Costs and Venue.

In any judicial action to enforce or interpret the terms of this Interlocal Agreement, each party shall be responsible for its own costs of suit and attorney fees. Venue for any judicial action shall be in the District Court in and for the Eighth Judicial District, Cascade County, Montana.

12. Severability.

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in ¶1 of this Agreement.

13. Merger.

This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

14. Assignment.

The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for ¶10 in of this Agreement.

15. Binding on Successors.

This Agreement shall be binding on County and City and all of its successors and assigns, including any successor in interest.

16. Time is of the Essence.

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

Assent. Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

DATED this ____ day of _____, 2018.

CITY OF GREAT FALLS

Gregory T. Doyon, Cty Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

* APPROVED AS TO FORM:

Sara R. Sexe, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

DATED this ____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA**

Jane Weber, Chair

Joe Briggs, Commissioner

James L Larson, Commissioner

ATTEST:

On this ____ day of _____, 2018, I hereby attest the
above-written signatures of the Board of Cascade County Commissioners.

(SEAL)

Rina Fontana Moore, Cascade County
Clerk and Recorder

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Resolution #18-61:
Resolution of Intention to rezone parcel
#0002712400, located in S33, T21N, R4E, P.M.M.,
Cascade County, Montana, from "I-1" Light
Industrial to "I-2" Heavy Industrial

INITIATED BY: Charles Mesler

PRESENTED BY: Anna Weber, Planning Division

ACTION REQUESTED: Approval of Resolution #18-61

BACKGROUND:

This item was previously presented to the Commission on July 24, 2018. A motion was made to postpone the Commission discussion and decision until the July 31, 2018 Commission meeting date as only two (2) Commission members were present. At the July 24, 2018 hearing Commissioner Briggs stated that an email was received by the Commissioners from a citizen that had concerns for the proposed rezone, that email is attached.

Charles Mesler submitted a zone change request for his property located in Section 33, Township 21 North, Range 04 East, P.M.M., Cascade County, MT. The property has a physical address of 4525 18th Ave N, Parcel #0002712400, Geocode: 02-3139-33-4-01-08-0000. The applicant is requesting the property be rezoned from "I-1," Light Industrial, to "I-2," Heavy Industrial.

The parcel is currently zoned for Light Industrial uses, however the owner would like a Heavy Industrial designation to broaden the variety of uses for renters that would qualify as heavy industrial per the Cascade County Zoning Regulations. Parcels to the East are zoned for Heavy Industrial, parcels to the South and West are populated by Light Industrial, and to the North is a BNSF railway.

PLANNING BOARD RECOMMENDATION: The Cascade County Planning Board recommended 5-0 on June 19, 2018 that the Cascade County Commission adopt the Staff Report and approval of the rezone of parcel # 0002712400, located in Section 33, Township 21 North, Range 4 East, P.M.M., Cascade County, MT from "I-1" Light Industrial to "I-2" Heavy Industrial.

PROCEDURAL HISTORY AND LEGAL NOTICES:

1. Charles Mesler is petitioning as owner and applicant to rezone 13.67 acres of property from Light Industrial (I-1) to Heavy Industrial (I-2).
2. The requested Heavy Industrial Zoning District permits all non-residential uses not otherwise prohibited by law, and limited accessory uses, such as a single-family dwelling incidental to the industrial enterprises, agricultural uses of land, and Agricultural buildings.
3. According to the applicant the intent of the rezoning is to allow the land owner and renters to continue to meet industry standards, and continue to bid competitively on their existing business operation. The applicant also mentioned a possibility of putting in business/industrial condos for future development of the property.
4. Law enforcement activities are provided by the Cascade County Sheriff's Department and fire protection support is provided by the Black Eagle Volunteer Fire Department.
5. Notice of Public Hearing was mailed to surrounding property owners on June 6, 2018. Legal Ads of the County Commission's Public Hearing were published in the Great Falls Tribune on June 3rd & 10th, 2018 as well as July 8th & 15th, 2018.
6. Following the public hearing held on July 24, 2018, it was decided that the discussion and the decision on this item would be postponed until July 31, 2018

ZONING ANALYSIS:

Section 76-2-203 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with all zoning or rezoning proposals; the criteria are:

Criteria #1, the rezone application is made in accordance with the five listed goals in the growth policy;

The 2014 Cascade County Growth Policy (CCGP) contains five (5) goals which the policy defines as a direction of the Growth Policy. Each Goal also includes a subset of Objectives which the Growth Policy defines as a more narrowly defined and concrete expression of community intent. The five (5) goals and their related objectives are:

Goal 1: Sustain and strengthen the economic well being of Cascade County's citizens.

Objectives:

- A.** Stimulate the retention of existing businesses and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing and forest products.

Applicant: The rezoning will allow our company to help our current renter, Jason Nichols Sprinklers, expand their business activities allowing them a change to be more competitive in their respective business. It will also help attract new contracts with local businesses who will also have the opportunity to expand their operations when needed. The rezoning will provide additional opportunities for the industrial growth in the area while also letting our company entreat new commercial tenants.

- B.** Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.

Applicant: Our company uses well water when needed and recycles as much of our waste as possible at a neighboring business, Steel Etc.

- C.** Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunication, and youth/social services.

Applicant: Our business development and day-to-day operations will have a variety of needs which will in turn support many existing businesses as well as utilize Cascade County's quality workforce. We are currently researching the possible future development of industrial condos on the property.

- D.** Promote the development of cultural resources and tourism to broaden Cascade County's economic base.

Applicant: The property is in close proximity to an expansive local park system which will be proudly promoted to our visitors. As such, our company has a strong desire to keep the property aesthetically pleasing and in harmony with the surrounding areas.

E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.

Applicant: Our company supports local businesses and has been in on-going negotiations with M&D Construction regarding constructional equipment storage. Our company is in the process of working with other local companies as well and is also working on a future plan to entice companies from across the state.

F. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.

Applicant: Rezoning could open the door for further engagements with local business organizations. As a strong supporter of local business, the rezoning will allow our company to better support area business organizations as well as pave the way for potential partnerships with other local businesses in the future.

G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.

Applicant: Rezoning, and development therefrom, will bring in clients from Cascade County, across Montana and possibly the United States. While here, these clients will engage with local businesses for food, lodging, and general shopping. Additionally, the property's proximity to Giant Springs State Park will reveal a local attraction visitors may attend which will further bolster community revenue.

H. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.

Applicant: Our company anticipates having a number of opportunities both locally and across the state where we can provide services for business and industry.

I. Encourage the growth of the agricultural economy.

Applicant: Since the property is located in an industrial area, our company does not have a plan to directly promote agricultural development. Our company will, however, entertain assisting any newly discovered component

business of Montana's agricultural sector.

J. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Applicant: Our company may have an opportunity to help in the development of a neighboring alternative energy source, specifically solar energy for on-site use.

Staff: Staff concurs that the applicant meets Goal 1 of the Cascade County Growth Policy.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

A. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.

Applicant: Our company is sensitive to our location near the Missouri River and along a recognized state park system. We intend to maintain greenspace and continue working towards a healthy Missouri River Corridor as well as enhancing the natural beauty of the area.

B. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.

Applicant: Our company has no intention of harming the scenic beauty of Cascade County and desires to keep our industrial uses in a centrally located area with similar business.

C. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.

Applicant: Our company is interested in maintaining the beauty of the surrounding area and we intend to be selective with our tenants to ensure whoever leases from us will maintain and promote a clean environment.

D. Assure clean air, clean water, a healthful environment and good community

appearance.

Applicant: Our company has a desire to remain in harmony with the surrounding area and will continue to actively recycle waste from the property.

E. Support the development of natural resources including but not limited to timber, mining, oil, and gas production, and renewable energy production.

Applicant: Our company uses limited natural resources and is not engaged in the development of natural resources. We do, however, have an outside interest in alternative energy, including both wind and solar.

F. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields processes.

Applicant: It is believed that the property has not been identified as a site via undergoing the Superfund and Brownfields processes.

Staff: The Staff concurs with the applicant's analysis.

Goal 3: Maintain Agricultural Economy

Objectives:

A. Protect the most productive soil types.

Applicant: According to the USDA Web Soil Survey, our land is not on prime soil, classified as 3d or 4e, implying severe to very severe limitations on use, and propensity to erosion. Thus, our company has no desire to engage in outdoor agricultural operations.

B. Continue to protect soils against erosion.

Applicant: Our company is in compliance with Storm water regulations and has taken steps to mitigate runoff from uphill sites. Our company is continuing to seek a reduction in erosion on our site and from adjacent sites.

C. Protect the floodplain from non-agricultural development.

Applicant: This property is not in a floodplain.

D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Applicant: Our company has no desire to engage in ground related agricultural activities on or around the land.

Staff: Staff concurs that the applicant meets Goal 3 of the Cascade County Growth Policy and should not negatively impact the agricultural economy.

Goal 4: Retain the presence of the US Military in Cascade County

Objectives:

A. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.

Applicant: Our company does not believe the rezoning will impact the current mission status of Malmstrom Air Force Base.

B. Promote the location of additional military missions in Cascade County.

Applicant: Our company does not believe the rezoning will have an impact on promoting the location of additional military missions in Cascade County.

C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.

Applicant: It is our company's understanding that the parcel of land is in the MOD-D height overlay district for Malmstrom, which prohibits structures over 150 feet above the runway. As such, the existing structures are within parameters.

D. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Applicant: Our company is of the opinion that the closest missile launch facility is over 20 miles away.

Staff: This parcel is in the MOD-D height overlay district for Malmstrom and the closest missile launch facility is over 20 miles away. Staff agrees that the applicant meets Goal 4 of the Cascade County Growth Policy, and should not negatively impact the presence of the US Military in Cascade County.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

- A.** Maintain Cascade County's citizen's independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.

Applicant: Our company believes that its existing use and future planned operation meshes with the surrounding uses and will continue to do so. Our company is committed to minimizing the impact on the environment and strides to be a good neighbor.

- B.** Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.

Applicant: Our company is committed to maintain our property and acknowledges that our company must engage in weed-control efforts. Our company understands that noxious weeds in and around Cascade County are a detriment to our community's environment and its scenery and are committed to controlling the spread thereof.

- C.** Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.

Applicant: Our company believes in keeping the property free of debris and is dedicated to promote fire prevention by keeping fuel loads cleaned out of the wild land/urban interface.

- D.** Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.

Applicant: Our company believes that the rezoning should have no direct impact on educational development, health services, or on recreational opportunities.

Staff: Staff concurs with the applicant's analysis.

Criteria #2, whether the zoning regulations have been designed to secure safety from fire and other dangers.

Applicant: Our company believes that the proposed zone change is meant to better reflect the property owners' intended use of the property and should have no impact on securing safety from fire or other dangers.

Staff: Staff agrees with the applicant's analysis.

Criteria #3, whether the zoning regulations have been designed to promote public health, public safety, and general welfare.

Applicant: Our company's current lessee operates a secure facility and will continue to have a vested interest in protecting the property. Our company plans on installing a security system that will provide partial to full video coverage of the property.

Staff: Staff concurs with the applicant's analysis.

Criteria #4, whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.

Applicant: Our company believes that the zoning regulations have been designed to facilitate the adequate provision of transportation, schools, parks, and other public requirements. Our company also believes that the existing water and septic systems will remain adequate and that there is ample room for growth.

Staff: Staff agrees that existing water and septic systems will remain adequate, roads are already established, and there is ample room for growth.

Criteria #5, whether the zoning regulations have been designed to provide adequate light and air.

Applicant: Our company is not a heavy polluter and has plans of installing security lighting on select areas of the property.

Staff: Staff concurs with the applicant's analysis.

Criteria #6, whether the zoning regulation have been designed to address

effects on motorized and non-motorized transportation systems.

Applicant: Our company has road access to the property. This road is shared with other industrial businesses and our company believes that any impact to the transportation infrastructure would be small.

Staff: Staff agrees with the applicant's analysis.

Criteria #7, whether the zoning regulations have been designed to be compatible with urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities.

Applicant: Our company understands that the rezoning is in the proximity of both Great Falls and Malmstrom Air Force Base but is also adjacent to other Heavy Industrial uses. Thus, by rezoning, our company's property would remain in harmony with surrounding uses and potentially future development.

Staff: Staff feels they would remain in harmony with surrounding uses and planned future development.

Criteria #8, whether the zoning regulations have been made with reasonable consideration to the district's peculiar suitability for particular uses.

Applicant: Our company believes that rezoning is appropriate and would not be considered "spot zoning" since:

- 1. The proposed use is similar to the prevailing use in the area since the property is adjacent to Heavy Industrial uses, is by a dedicated railway, and is in the vicinity of the planned Agritech Park development;*
- 2. The area for which rezoning is being requested is rather small in size, 13.67 acres, which is roughly in line with adjacent parcels; And*
- 3. The suggested change will explicitly benefit only one landowner, but the change may also benefit neighboring landowners by allowing additional parcels in the area to be rezoned from light to heavy industrial as well.*

Staff: When considering the "Little vs. Board of County Commissioners," the first factor to consider is if "the proposed use is significantly different from the prevailing use in the area". The proposed heavy industrial uses will not be significantly different from the prevailing use to the east. The light industrial zoned parcels to the south and west are also consistent with the proposed heavy industrial use, as is the railway to the north.

The acreage of the parcel petitioning for the rezone (13.67) is roughly in line with the adjacent parcels. The Heavy Industrial parcels in that area range in size from 13.25 acres to 1.4 acres. Since this will be an extension of an existing Heavy Industrial district into a Light Industrial district, staff does not believe the second factor will be met.

Finally, while the purpose of the rezone is to explicitly benefit one landowner, the change could open the door for additional parcels to the west to rezone from light to heavy industrial as well. Since the adjacent properties are some form of industrial or a dedicated railway, planning staff is comfortable that this is not a spot zone scenario.

Criteria #9, Whether the zoning regulations have been made with a view to conserving the value of buildings and land.

Applicant: Our property is in the area of the dedicated John Michael Acres industrial subdivision so a rezoning will help provide for business growth.

Staff: Staff agrees with the applicant's analysis.

Criteria #10, Must, as nearly as possible, be made compatible with the zoning ordinances of nearby municipalities.

Applicant: This property is zoned Light Industrial and is located in an industrial area in Cascade County and in the proximity of the City of Great Falls so rezoning it to Heavy Industrial is compatible with adjacent properties.

Staff: This property is located in an industrial area in Cascade County and in the proximity of the City of Great Falls.

CONCLUSION

The Cascade County Zoning Regulations state a Heavy Industrial district is a zoning classification that allows all non-residential uses not otherwise prohibited by law. The zone change request is for a parcel bordering other industrial uses of land and industrial zoning, and staff finds the applicant's request to rezone to Heavy Industrial is consistent with the intend use, as well as the surrounding uses.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission APPROVE Resolution #18-61, Resolution of Intention to rezone Parcel #0002712400 from Light Industrial

“I-1” to Heavy Industrial “I-2.”

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission DISAPPROVE Resolution #18-61, Resolution of Intention to rezone Parcel #0002712400 from Light Industrial “I-1” to Heavy Industrial “I-2.”

ATTACHMENT:

- 1) Rezone Application
- 2) Map showing parcel zoning
- 3) Resolution of Intention #18-61
- 4) Email To Commissioners
- 5) Minutes from the June 19, 2018 Planning Board Meeting.

Charles Mesler
2401 12th Avenue South
Great Falls, MT 59405
(406) 899-6097

April 11, 2018

Cascade County Public Works Department
Planning Division
121 4th Street North – Suite 2H/I
Great Falls, MT 59401

Re: Cascade County Zoning Change

Dear Sirs:

Enclosed please find my Application for an amendment to the zoning map along with my \$750.00 check for the fee with regards to the property located at:

4525 18th Avenue North, Great Falls, Montana;
Geocode: 02-3139-33-4-01-08-0000;
Legal Description: S33, T21 N, R04 E, IN E2SW MK 1

I am currently purchasing this property under a Contract for Deed with Albert L. Kunesh. Mr. Kunesh supports my request to have this property rezoned from Light Industrial to Heavy Industrial and he has also signed the enclosed Application. I request this rezoning in order to meet industry standards and facilitate the bid and contracting processes as my business grows.

I have enclosed a vicinity map showing the parcels and surrounding area. The property in question is outlined in blue. This property is located next to property which was recently rezoned Heavy Industrial (owned by John E. and Shauna L. Paul), see attached maps.

My response and detailed explanation with regard to the County's criteria and goals concerning my request for a rezoning amendment is also enclosed for your review.

Thank you for your consideration. If you have any questions, please contact me at the above number.

Sincerely,



Charles Mesler



Cascade County Zoning Change Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$750.00 Non Refundable Application Fee Payment: Check (#) _____ Cash 750

FOR OFFICE USE ONLY

Date Application Received: 4/27/18 File No: _____

Planning Board Hearing Date: _____ Action: _____

County Commission Hearing Date: _____ Action: _____

APPLICANT/OWNER:

Name: Charles Mesler Phone: (406) 899-6097

Mailing Address: 2401 12th Ave So

City/State/Zip Code: Great Falls, MT 59405

Interest in property: Buying under Contract for Deed

Check which applies:

Map Amendment

Text Amendment, Zoning Regulations

TECHNICAL/PROFESSIONAL PARTICIPANTS:

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE TEXT OF THE ZONING REGULATIONS, PLEASE COMPLETE THE FOLLOWING:

A. What is the proposed zoning text/map amendment?

IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE ZONING MAP PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: 4525 18th Ave No, Great Falls, MT
- B. Legal Description: 02-3139-33-4-01-08-0000
(Lot/Block of Subdivision, or Geocode/Parcel #)
- C. 533 / 21N / 4E
Section Township Range
- D. Total acreage: 13.67
- E. Zoning district: ~~9~~ I-1
- F. The **present** zoning of the above property is: I-1
- G. The **proposed** zoning of the above property is: I-2

APPLICATION REQUIREMENTS

An applicant must notify the Planning Division and request a pre-application meeting with planning staff. The pre-application meeting will be scheduled within thirty (30) days of the request. At this meeting, staff will indicate the necessary information within the application, process, and timeline for the rezoning petition process. The application for a rezoning petition must include the following and any additional materials requested by Planning Staff:

- (1) A letter signed by at least one landowner within the area to be rezoned explaining the requested rezoning.
- (2) A vicinity map of the parcels and surrounding area clearly identifying the location of the property.
- (3) A legal description of the boundaries of the proposed district.
- (4) A lot layout plan may be required indicating some or all of the following:
 - (a) Identify any covenants, liens, easements or any other encumbrances upon the parcel. If a description will not suffice, provide copies or exhibits when necessary.
 - (b) The land area of the parcel (found on deed, subdivision plat or certificate of survey at the Office of the County Clerk and Recorder or Planning Division).
 - (c) Describe the existing land use of the parcel and neighboring areas.
 - (d) Describe the anticipated impact upon neighboring property.
 - (e) On a site plan, indicate the dimensions of the property under consideration, the size and placement of existing structures, parking areas and landscaping areas.
 - (f) On a site plan, indicate the location of existing curb cuts or access points.
 - (g) On a site plan indicate the location of any existing utilities such as water, sewer, gas, electricity, storm sewer, rivers, creeks, streams, irrigation ditches, easements, historical land marks, or any other items that may affect the application.

- (5) Cite any previous request for a zone change or variance involving the parcel, as well as any action taken on previous requests.
- (6) **Application Fee:** All applications for rezoning must include an application fee of seven hundred fifty dollars (\$750.00).

THE FOLLOWING ARE THE CRITERIA BY WHICH ZONING AMENDMENTS ARE REVIEWED. PLEASE PROVIDE A RESPONSE AND DETAILED EXPLANATION FOR EACH CRITERION FOR CONSIDERATION BY THE PLANNING STAFF, PLANNING BOARD, AND COUNTY COMMISSIONERS.

Criteria 1: Is the proposed amendment in accordance with the Growth Policy's five primary goals and associated objectives?

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

Objectives:

- a. Stimulate the retention and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing, and forest products.
- b. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.
- c. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunications, and youth/social services.
- d. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.
- e. Foster and stimulate well-planned entrepreneurship among the county's citizenry.
- f. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.
- g. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.
- h. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.
- i. Encourage the growth of the agricultural economy.
- j. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Goal 2: Promote and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- a. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands, and forests.
- b. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.
- c. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.
- d. Assure clean air, clean water, a healthful environment and good community appearance.
- e. Support the development of natural resources including but not limited to timber, mining, oil and gas production, and renewable energy production.
- f. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfield processes.

Goal 3: Maintain agricultural economy.

Objectives:

- a. Protect the most productive soil types.
- b. Continue to protect soils against erosion.
- c. Protect the floodplain from non-agricultural development.
- d. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Goal 4: Retain the presence of the US Military in Cascade County.

Objectives:

- a. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.
- b. Promote the location of additional military missions in Cascade County.
- c. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.
- d. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

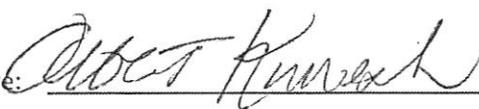
Objectives:

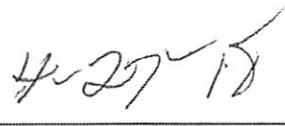
- a. Maintain Cascade County's citizens independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.
- b. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.
- c. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.
- d. Encourage the continued development of educational programs and facilities, recreational opportunities and spaced and health services for all county residents.

Is the proposed amendment designed to:

- Criteria 2: Secure safety from fire and other dangers?
- Criteria 3: Promote public health, public safety, and the general welfare?
- Criteria 4: Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
- Criteria 5: The reasonable provision of adequate light and air?
- Criteria 6: The effect on motorized and non-motorized transportation systems?
- Criteria 7: Compatible urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities?
- Criteria 8: The character of the district and its peculiar suitability for particular uses?
- Criteria 9: Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area?
- Criteria 10: Is the proposed amendment, as nearly as possible, compatible with the zoning ordinances of nearby municipalities?

I hereby certify that the information on and attached to this application is true and correct. I understand the fees for this application are not refundable. By signing of this application I agree that the Cascade County Planning Division staff to be present on the property for routine monitoring and inspection during the application process.

Applicant's Signature: 

Date: 

Attached is a response and detailed explanation for each criterion for consideration by the Planning Staff, Planning Board, and County Commissioners:

Criteria 1: Is the proposed amendment in accordance with the Growth Policy's five primary goals and associated objectives?

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

Objectives:

- A. Stimulate the retention of existing businesses and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses and industries including agriculture, mining, manufacturing/processing and forest products.

The rezoning will allow our company to help our current renter, Jason Nichols Sprinklers, expand their business activities allowing them a chance to be more competitive in their respective business. It will also help attract new contracts with local businesses who will also have the opportunity to expand their operations when needed. The rezoning will provide additional opportunities for industrial growth in the area while also letting our company entreat new commercial tenants.

- B. Stabilize and diversity the county's tax base by encouraging the sustainable use of its natural resources.

Our company uses well water when needed and recycles as much of our waste as possible at a neighboring business, Steel Etc.

- C. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunication, and youth/social services.

Our business development and day-to-day operations will have a variety of needs which will in turn support many existing businesses as well as utilize Cascade County's quality workforce. We are currently researching the possible future development of industrial condos on the property.

- D. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.

The property is in close proximity to an expansive local park system which will be proudly promoted to our visitors. As such, our company has a strong desire to keep the property aesthetically pleasing and in harmony with the surrounding areas.

- E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.

Our company supports local businesses and has been in on-going negotiations with M&D Construction regarding constructional equipment storage. Our company is in the process of working with other local companies as well and is also working on a future plan to entice companies from across the state.

- F. Promote a strong local business environment, encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.

Rezoning could open the door for further engagements with local business organizations. As a strong supporter of local business, the rezoning will allow our company to better support area business organizations as well as pave the way for potential partnerships with other local businesses in the future.

- G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.

Rezoning, and development therefrom, will bring in clients from Cascade County, across Montana and possibly the United States. While here, these clients will engage with local businesses for food, lodging, and general shopping. Additionally, the property's proximity to Giant Springs State Park will reveal a local attraction visitors may attend which will further bolster community revenue.

- H. Network with and support other economic development efforts in the region and stateside, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.

Our company anticipates having a number of opportunities both locally and across the state where we can provide services for business and industry.

- I. Encourage the growth of the agricultural economy.

Since the property is located in an industrial area, our company does not have a plan to directly promote agricultural development. Our company will, however, entertain assisting any newly discovered component business of Montana's agricultural sector.

- J. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Our company may have an opportunity to help in the development of a neighboring alternative energy source, specifically solar energy for on-site use.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- A. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.

Our company is sensitive to our location near the Missouri River and along a recognized state park system. We intend to maintain greenspace and continue working towards a healthy Missouri River Corridor as well as enhancing the natural beauty of the area.

- B. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.

Our company has no intention of harming the scenic beauty of Cascade County and desires to keep our industrial uses in a centrally located area with similar businesses.

- C. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.

Our company is interested in maintaining the beauty of the surrounding area and we intend to be selective with our tenants to ensure whoever leases from us will maintain and promote a clean environment.

- D. Assure clean air, clean water, a healthful environment and good community appearance.

Our company has a desire to remain in harmony with the surrounding area and will continue to actively recycle waste from the property.

- E. Support the development of natural resources including but not limited to timber, mining, oil, and gas production, and renewable energy production.

Our company uses limited natural resources and is not engaged in the development of natural resources. We do, however, have an outside interest in alternative energy, including both wind and solar.

- F. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields processes.

It is believed that the property has not been identified as a site via undergoing the Superfund and Brownfields processes.

Goal 3: Maintain Agricultural Economy.

Objectives:

- A. Protect the most productive soil types.

According to the USDA Web Soil Survey, our land is not on prime soil, classified as 3d or 4e, implying severe to very severe limitations on use, and propensity to erosion. Thus, our company has no desire to engage in outdoor agricultural operations.

- B. Continue to protect soils against erosion.

Our company is in compliance with Storm water regulations and has taken steps to mitigate runoff from uphill sites. Our company is continuing to seek a reduction in erosion on our site and from adjacent sites.

- C. Protect the floodplain from non-agricultural development.

This property is not in a floodplain.

- D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Our company has no desire to engage in ground related agricultural activities on or around the land.

Goal 4: Retain the presence of the U.S. Military in Cascade County.

Objectives:

- A. Encourage the federal congressional delegation to actively support maintain the current mission status at a minimum.

Our company does not believe the rezoning will impact the current mission status of Malmstrom Air Force Base.

- B. Promote the location of additional military missions in Cascade County.

Our company does not believe the rezoning will have an impact on promoting the location of additional military missions in Cascade County.

- C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.

150 *It is our company's understanding that the parcel of land is in the MOD-D height overlay district for Malmstrom, which prohibits structures over 10 feet above the runway. As such, the existing structures are within parameters.*

- D. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Our company is of the opinion that the closest missile launch facility is over 20 miles away.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

- A. Maintain Cascade County's citizen's independent lifestyle and minimized local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.

Our company believes that its existing use and future planned operation meshes with the surrounding uses and will continue to do so. Our company is committed to minimizing the impact on the environment and strides to be a good neighbor.

- B. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.

Our company is committed to maintain our property and acknowledges that our company must engage in weed-control efforts. Our company understands that noxious weeds in and around Cascade County are a detriment to our community's environment and its scenery and our committed to controlling the spread thereof.

- C. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.

Our company believes in keeping the property free of debris and is dedicated to promote fire prevention by keeping fuel loads cleaned out of the wild land/urban interface.

- D. Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.

Our company believes that the rezoning should have no direct impact on educational development, health services, or on recreational opportunities.

Criteria 2: whether the zoning regulations have been designed to secure safety from fire and other dangers.

Our company believes that the proposed one change is meant to better reflect the property owners' intended use of the property and should have no impact on securing safety from fire or other dangers.

Criteria 3: whether the zoning regulations have been designed to promote public health, public safety, and general welfare.

Our company's current lessee operates a secure facility and will continue to have a vested interest in protecting the property. Our company plans on installing a security system that will provide partial to full video coverage of the property.

Criteria 4: whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements.

Our company believes that the zoning regulations have been designed to facilitate the adequate provision of transportation, schools, parks, and other public requirements. Our company also believes that the existing water and septic systems will remain adequate and that there is ample room for growth.

Criteria 5: whether the zoning regulations have been designed to provide adequate light and air.

Our company is not a heavy polluter and has plans of installing security lighting on select areas of the property.

Criteria 6: whether the zoning regulations have been designed to address effects on motorized and non-motorized transportation systems.

Our company has road access to the property. This road is shared with other industrial businesses and our company believes that any impact to the transportation infrastructure would be small.

Criteria 7: whether the zoning regulations have been designed to be compatible with urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities.

Our company understands that the rezoning is in the proximity of both Great Falls and Malmstrom Air Force Base but is also adjacent to other Heavy Industrial uses. Thus, by rezoning, our company's property would remain in harmony with surrounding uses and potentially future development.

Criteria 8: whether the zoning regulations have been made with reasonable consideration to the district's peculiar suitability for particular uses.

Our company believes that rezoning is appropriate and would not be considered "spot zoning" since:

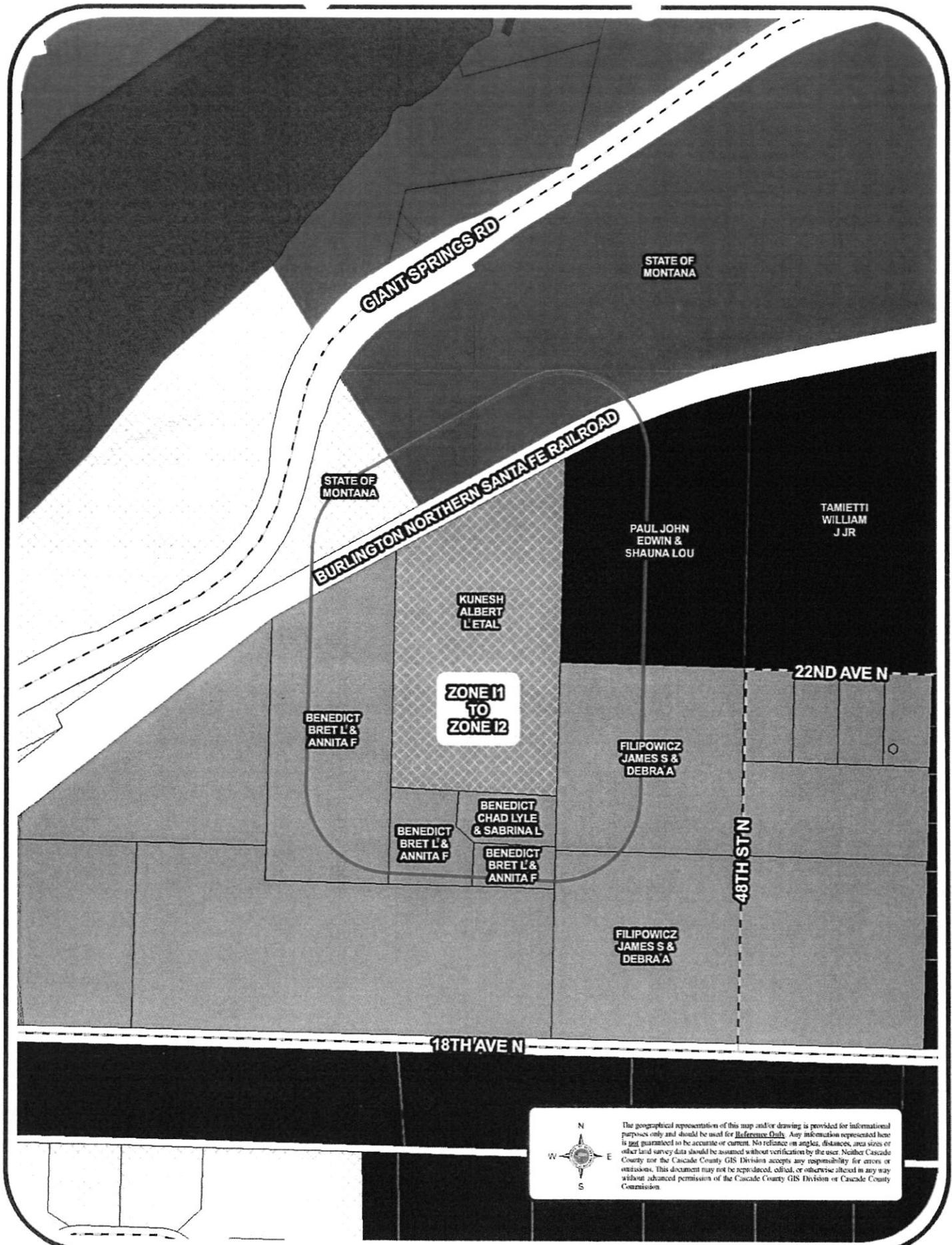
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- 2) The area for which rezoning is being requested is rather small in size, 13.67 acres, which is roughly in line with adjacent parcels; and*
- 3) The suggested change will explicitly benefit only one landowner, but the change may also benefit neighboring landowners by allowing additional parcels in the area to be rezoned from light to heavy industrial as well.*

Criteria 9: whether the zoning regulations have been made with a view to conserving the value of buildings and land.

Our property is in the area of the dedicated John Michael Acres industrial subdivision so a rezoning will help provide for business growth.

Criteria 10: Must, as nearly as possible, be made compatible with the zoning ordinances of nearby municipalities.

This property is zoned Light Industrial and is located in an industrial area in Cascade County and in the proximity of the City of Great Falls so rezoning it to Heavy Industrial is compatible with adjacent properties.



GIANT SPRINGS RD

STATE OF MONTANA

STATE OF MONTANA

BURLINGTON NORTHERN SANTA FE RAILROAD

TAMIETTI WILLIAM J JR

PAUL JOHN EDWIN & SHAUNA LOU

KUNESH ALBERT L'ETAL

ZONE 11 TO ZONE 12

BENEDICT BRET L & ANNITA F

22ND AVE N

FILIPOWICZ JAMES S & DEBRA A

BENEDICT BRET L & ANNITA F

BENEDICT CHAD LYLE & SABRINA L

48TH ST N

BENEDICT BRET L & ANNITA F

FILIPOWICZ JAMES S & DEBRA A

18TH AVE N



The geographical representation of this map and/or drawing is provided for informational purposes only and should be used for *Reference Only*. Any information represented here is not guaranteed to be accurate or current. No reliance on angles, distances, area sizes or other land survey data should be assumed without verification by the user. Neither Cascade County nor the Cascade County GIS Division accepts any responsibility for errors or omissions. This document may not be reproduced, copied, or otherwise altered in any way without advanced permission of the Cascade County GIS Division or Cascade County Commission.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: RESOLUTION OF INTENTION
TO AMEND COUNTY ZONING DISTRICT MAP**

RESOLUTION #18-61

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "I1" Light Industrial District to "I2" Heavy Industrial District classification for Parcel 0002712400 located in Section 33, Township 21 N, Range 4 East, P.M.M., Cascade County, Montana.

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of public hearing regarding the requested county zoning change was published in the *Great Falls Tribune* on June 3rd & 10th, 2018 and July 8th & 15th, 2018; and

WHEREAS, the Cascade County Planning Board on June 19, 2018, held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held June 19, 2018 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said rezoning application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned rezoning application;

WHEREAS, on July 24, 2018 the Cascade County Commission postponed the discussion and decision until July 31, 2018;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution of Intention to provide for the change of zoning district classification from "I1" Light Industrial District to "I2" Heavy Industrial District classification for Parcel 0002712400 located in Section 33, Township 21 N, Range 4 East, P.M.M., Cascade County, Montana, as shown on Exhibit A attached hereto and by this reference incorporated herein.

The proposed County Zoning Map Change is on file for public inspection at the office of the County Clerk and Recorder in and for Cascade County, Montana.

Dated this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jane Weber, Chair

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder

Weber, Anna L.

From: Briggs, Joe
Sent: Tuesday, July 24, 2018 12:03 PM
To: Weber, Anna L.
Cc: Haight, Carey; Johnson, Marie
Subject: FW: [cascadecountymt.gov] Contact Form Submission

Anna,

Here is the email that needs to a part of the hearing record.

Joe

-----Original Message-----

From: webfeedback@cascadecountymt.gov <webfeedback@cascadecountymt.gov>
Sent: Monday, July 23, 2018 3:35 PM
To: _commission <commission@cascadecountymt.gov>
Subject: [cascadecountymt.gov] Contact Form Submission

Jane,

I just read in The Electric that you have requested a delay in the Commissioners voting on the Mesler property requested upgrade to heavy industrial near Giant Springs. I attended the planning board meeting and did offer my opinion against it. Thank you for your shared concerns about "zone creep" (I learned a new term). Our awesome natural resources should not be compromised in any way.

Best regards,
Carolyn Craven

--

Carolyn Craven
lifeisgood4us@xmailpost.com
406-868-4263

CASCADE COUNTY PLANNING BOARD

June 19, 2018

9:00 am

Court House Annex

325 2nd Ave North

Board Members: Mark Carlson, Richard Liebert, Elliot Merja, Rob Skawinski, Ken Thornton, Dan Johnstone, Dexter Busby

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated in red, within each agenda item below, and will direct you to the precise location should you wish to review the audio segment.

These minutes are paraphrased to reflect the proceedings of the Cascade County Planning Board, and are considered a draft until formally approved by the Planning Board.

Staff Present: Alex Dachs, Sonja Pospisil, Anna Weber, Sandor Hopkins and Natalia Wilson

Attendees: Nancy & Daniel Walker, Antone Giger, Bret & Annita Benedict, Kevin May, Carolyn Craven, Dave Campbell, Sasha & Lewis Card and Charles Mossler

1. Call to order: Chairman Elliot Merja called the meeting to order at 9:00 am

2. Roll call:

Board Members Present: Mark Carlson, Richard Liebert, Elliot Merja, Ken Thornton, Dan Johnstone

Board Members Absent: Rob Skawinski and Dexter Busby

3. Approval of Minutes: May 15, 2018

Elliot Merja asked is there anybody that has additions or subtractions on the minutes from last month

Alex Dachs mention that the minutes are slightly different than they have seen before because there is a new version of the minutes so we can use the audio recording for the official record, so that's where the red stamp is being used to reference where in the audio to go to look for that so its's kind of a condense version.

Richard Liebert asked is it going to be posted in the web site too

Ale Dachs said yes that will be posted and the audio will be the official minutes

Elliot Merja motioned to entertain a motion to approve the minutes as submitted.

Richard Liebert moved to approve the minutes

Mark Carlson seconded the motion

All in Favor, Motion passes 5-0

4. New Business:

Walker Subdivision-Subsequent Minor

Anna Weber presented the staff report

9:02

RECOMMENDATIONS:

The following recommendations are provided for the Board's consideration:

1. I move to recommend to the County Commission, after consideration of the Staff Report and Findings of Fact that the Subsequent Minor Subdivision Plat of AN AMENDED PLAT OF THE AMENDED PLAT OF LOT 1, BLOCK 3, RIVERWOOD VILLAS NO. 1 be **denied**;
2. I move to recommend to the Cascade County Commission, after consideration of the Staff Report and Findings of Fact adopt said Staff Report and Findings of Fact and **approve** the Subsequent Minor Subdivision Plat of AN AMENDED PLAT OF THE AMENDED PLAT FOF LOT 1, BLOCK 3, RIVERWOOD VILLAS NO.1 subject to the following conditions

5.Board Questions:

9:08

Richard Liebert asked point number 5 explain the statement of waiver, all the new lot owners would participate on the RSID right (Anna said yes) new comers or old comers all the same rate

Alex Dashes responded so this is an inactive RSID so its assessed every year with number of parcels out there so every year it will be assessed and taxed until the RSID is completed

Elliot Merja mention I thought I saw an actual map they don't have city water or sewer it's all septic and wells (Alex said yes) Any other questions for the staff? Do I have anybody here that is representing this in the public?

Kevin May 4509 18th Ave N with Big Sky Civil and Environmental representing the owners today and to answer any questions you have I don't have much of a presentation for this is pretty simple just a two-lot minor for major review do you have any questions

Elliot Merja said I guess not. Can we entertain a motion?

Ken Thornton moved to recommend to the Cascade County Commission, after consideration of the Staff Report and Findings of Fact adopt said Staff Report and Find findings of Fact and approve the Subsequent Minor Subdivision Plat of an amended plat of the amended plat of lot 1, Block 3, Riverwood Villas No. 1 subject to the said conditions

Richard Liebert seconded

Elliot Merja said it's been moved and seconded any further discussion

Someone mention public comment

Elliot Merja called for public comment

9:11

Public comment

Opponents: none

Proponents:

Anton Giger and I am a neighbor from across Fox Farm Road and I'm for this project

Elliot Merja asked any other public comment 3rd time. Hearing none we close the public comments
9:12

Elliot Merja said so we have a motion, that's been seconded to approve any other comments from the board, hearing none

All in Favor, Motion passes 5-0

Hearing Closed at 9:12

New Business

B. Manchester Industrial Park-Major Subdivision

Sandor Hopkins presented staff report

9:13

Recommendations:

1. "I move to recommend that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, **deny** a major subdivision, a Preliminary Plat of Manchester Industrial Park Phase 3:

2 "I move to recommend that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve**, a major subdivision, a Preliminary Plat of Manchester Industrial Park Phase 3, subject to the following conditions:

9:22

Elliot Merja asked is there any questions for staff?

Richard Liebert stated I just curious what the county shop zone right now I-1 or I-2

Sandor Hopkins replied that is I-1 everything out in the north side of Vaughn frontage Rd south of I15 is all industrial excuse me light industrial

Richard Liebert said I was just curious what our own shop was classified as in context so conceivably this parcel could be rezone as I-2 eventually is that possible

Sandor Hopkins said it would be harder because there is no preexisting heavy industrial

Richard Liebert said it is encouraging to see this part move forward

---someone said I agree

Richard Liebert said now is there a Lot Owners Association any idea on the fee

Alex Dachs said yes there is LOA

Richard Liebert any idea how much they pay?

Mark Carlson said I have a question as well from the fire department they need to keep up maintenance with fire department for 20 years

Sandor Hopkins said it would be perpetual, because fires don't go away in 20 years.

Mark Carson said thank you

Sandor Hopkins said you are welcome

Elliot Merja asked any more questions for staff? We will open it up to the applicant

9:24

Dave Campbell 1034 7th Ave S I'm the owner of Active Investors Inc and I'm here to answer any questions you might have, your question about the association yes, the association it's been running since the beginning we have collected dues everyone pays their dues we have meetings every month very healthy

Richard Liebert asked do you have by laws?

Dave Campbell said yes, it's tough I run this like a business

Richard Liebert said that's good I have another question do you have any more lead now that this has open

Dave Campbell said it's a tough business I have been there 12 years and sold 12 lots

9:25

Richard Liebert said I have been there many years hauling cattle and have always said this is a great place to do this you have rail, roads, highway everything

Dave Campbell asked any more questions?

Elliot Merja said thank you. We will open it up for the public

9:27

Public comments: 9:27

Opponents: none

Proponents: none

Closed to the Public

Elliot Merja said let's take a motion on this

Richard Liebert made a motion to approve Manchester Industrial Park-Major Subdivision

Mark Carlson seconded the motion

All in favor motion passes 5-0

9:28

C. Mesler Rezone

Staff Report-Anna Weber

9:50

Recommendations:

1. "I move to recommend to the County Commission, after consideration of the staff report, that the zone change request of Charles Mesler to rezone parcel #0002712400 located in Section 33, T. 21N., R. 4E., P.M.M., Cascade County, MT. From "I-1" Light Industrial to "I-2" Heavy Industrial be **denied**"

2. "I move to recommend to the County Commission, after consideration of the staff report, that the zone change request of Charles Mesler to rezone Parcel # 002712400 located in section 33, T. 21N., R 4E., P.M.M., Cascade County, MT. from "I-1" Light Industrial to "I-2" Heavy Industrial, be **approved.**"

Board Discussion:

9:51

Elliot Merja asked is there any questions for staff

Richard Liebert asked John Michael Industrial where is that located

Anna Weber responded right to the east of the parcel

Richard Liebert asked is that on this map here

Anna Weber said yep so the heavy industrial black to the east, it will be those parcels to the east

Richard Liebert said I knew all those parcels speaking of that any response from adjacent owners

Anna Weber said no

Richard Liebert asked State of Montana FWP? (Anna said, no) What is the zoning classification of the agritech park not that is in the County's jurisdiction I-2

Alex Dachs responded I am not sure if that is heavy industrial or light industrial what their designation is on that

Richard Liebert, I know they put a lot of county money and federal money I was just curious on that, I'm sure it is I-2 did we do any action on this in the last several years

Elliot Merja responded we did one on that fire suppression thing where they rebuild the fires skids and things like that real close to this but I am not exactly sure where that's at

Anna Weber said one that's to the east that's touching it

Elliot Merja asked do you know where the road is that comes in there just curious about the access is

Alex Dachs said it will be of 18 Ave North connects over to Giant Springs road

Elliot Merja asked is there any more questions. Hearing none I will open it up to the applicant

9:53

Charles Mesler stated It's something that we are really pushing forward we have a lot of people that are being pushed out of the city, because a lot of the rules and regulations and there is very limited things where people can go and do things like open up shops or do things because of that so heavy industrial you can do more I wanted to get this done so that when I have a request I don't have to say let me see what I can do we are trying to be future driven

Elliot Merja asked is this a gravel road?

Charles Mesler responded yes, it is a gravel road we will address that as we go when it comes to the needs

Richard Liebert said so you are in contact with M and D construction

Charles Mesler said yes, I am

Richard Liebert stated they are in the city now right

Charles Mesler said yes, they are they have to move

Richard Liebert said there is a lot of controversy about that in the city and you are providing them with an opportunity which is the county's gain and the city's loss and it's unfortunate they been put in that position that's a good thing to help them out. How much space would they take

Charles Mesler said he wants to take all of it if it comes to it

Richard Liebert stated that's a good way to help those folks. How would you help with clean up?

Charles Mesler said clean up and always keeping it clean down the road, we got Giant Springs across the track and we don't want to interfere with any of that

Richard Liebert stated you want to landscape make it attractive

Charles Mesler said as much as we can, not much grows out there

Ken Thornton asked what's the difference between the heavy industrial and light industrial
Charles when you are light it limits heavy equipment and hours

Public comments opened at 9:57

9:57

Opponents:

Bret Benedict, I own property to the southwest and I should state I'm not an opponent I just want to inquire about the access there is only one access through my property with an easement how would that be impacted

Elliot Merja said I would assume that if they are going to do any more business there then you would have to work on your easement that was one of my questions I thought it was through your place, and that is something you would have to take up with them I'm not sure how its written do you know? (Bret said no) when we bought a property before with an easement (I'm only talking about my own experience) we ended up renegotiating that easement because they changed how many people lived along that easement and everything else too, and they were all willing to do that, but I would think you will want to do that soon don't wait to do it.

Bret Benedict said that's the only consideration I had other than its still little bit vague about heavy industrial and light I just want to know what I am in the middle of because there have been many different things there the Sierra Rock and Dirt I'm assuming that was still light industrial

Elliot Merja asked so does anybody in the staff know if about the Serra Rock and Dirt was that preexisting

Alex Dachs stated I am not sure when that business got started it could be preexisting

Elliot Merja stated I am pretty sure its preexisting, what they did with that fire extension if they were not heavy industrial they were not able to get national contracts with the forest service and I don't think hardly anything is changed on theirs I don't know what the change would be on this what does M and D does

Richard Liebert said all I know is they are a construction company and they are being pushed out of the city

Charles Mesler stated they are into heavy construction from demos to roads refinery work

Elliot Merja said that would be similar to the Sierra Rock and Dirt so I would say you really need to work on that easement so that is reasonable for both of you

Bret Benedict said that's all I have

Elliot Merja called for opponents second call

Carolyn Craven 101 14th Ave S I am only a homeowner and resident of Great Falls I'm concerned about some of the same issues as my predecessor I'm concerned about the nonspecific about the business proposed because it seems we should know that before we seek a change in the zoning, because if the adjacent Sprinklers is looking to expand that is typically not a heavy industrial also concerned about the proximity to Giant Springs because heavy industry, even though it says here in pg. 5 that they are willing to maintain the beauty of the area, they already have said that nothing grows there and I have yet to see a heavy industry maintained the beauty of the area. So, I as an individual resident of Cascade County have this concern thank you

Elliot Merja made a third call for opponents

Proponents: none

Public Comments closed at 10:03

10:03

Richard Liebert asked what have we seen in the past as far as heavy construction equipment moving in we haven't had any plats with that have we?

Alex Dachs said not typically we can take a look at that easement to see if it's feasible for heavy construction equipment

Richard Liebert said if it was M and D they could open a super highway I think the drainage is not going to be a problem the lady was right we want applicants to be in harmony as much as possible

Mark Carlson stated because of the broad brush they could do this, this, or this it could go on into the heavy industrial they still must go all through the steps to be able to put up condos or anything like that

Alex Dachs said yes, they still must go through the location conformance permits

Mark Carlson asked because of the road if they were going to do condos or anything like that there would have to be a conformance

Alex Dachs said they would have to go through and name that property there maybe additional standards

Mark Carlson said the fire departments would be one

Alex Dachs said if they were to subdivide that property they would have to put up a road to county standards

10:07

Ken Thornton asked about the noise and air pollution is there any difference between I-1 and I-2

Alex Dachs stated we don't really address those

Ken Thornton stated with them neighboring Giant Springs that's a concern

Charles Mesler said we come in from the west not a lot of things grow around the rail road tracks

Elliot Merja asked for someone to point out the road

Bret Benedict showed the road

Alex Dachs mention to the west of the property line

Elliot Merja asked can we entertain a motion

Dan Johnstone made a motion to Approve

Richard Liebert seconded the motion

All in favor motion passes 5-0

5. Old Business: None

Alex Dachs mention there is no old business at this time I think you had a question about family transfer if you had 20 acres and you wanted to give one to your daughter you could not give her an acre from the middle because you would be creating 3 parcels essentially since only one parcel could be created you would have to go to the side of the property

Richard Liebert asked what ever happened with the Ulm subdivision remember the HOA did they ever resolve that," I know it went to the commissioners"

Alex Dachs said the commissioners postponed it, it seems like they have come to a consensus on that so it will be going back to the commissioners on the 26th next week

6. Board Matters:

10:10

Richard Liebert said we haven't advertise for a planning director have we (Alex said I don't think so) I know Jim Ekberg retired has that position been filled.

Alex Dachs said I'm not sure if it's been filled but we have had interviews

Richard Liebert stated no reflection on the professionalism of t this staff but you never know what's going to happen so it's good to advertise is Susan retired now? (Alex said yes)

Elliot Merja mention that Brian Clifton called him and mention they are going to try to fill that position internally

Alex Dachs mention that we are having a planning meeting on July 17

Ellio Merja said that would be hard for him

Alex Dachs said maybe the last week in July

Elliot Merja said that's worse for me but, Mark Carlson can do this

Alex Dachs asked Richard Liebert if July 17 would be ok (he said yes)

7. Adjournment:

Richard Liebert motion to adjourn

Mark Carlson seconded motion

All in Favor, Motion passes 5-0

Meeting adjourned at 10:20